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7 **UNITED STATES DISTRICT COURT**  
8 **WESTERN DISTRICT OF WASHINGTON**  
9 **AT SEATTLE**

SECURITIES AND EXCHANGE COMMISSION, Case No.

Plaintiff,

v.

SUMMIT ASSET STRATEGIES INVESTMENT  
MANAGEMENT, LLC, SUMMIT ASSET  
STRATEGIES WEALTH MANAGEMENT, LLC,  
and CHRIS YOO,

Defendants.

**CONSENT OF DEFENDANT SUMMIT  
ASSET STRATEGIES INVESTMENT  
MANAGEMENT, LLC TO ENTRY OF  
FINAL JUDGMENT**

16 1. Defendant Summit Asset Strategies Investment Management, LLC ("Defendant")  
17 waives service of a summons and the complaint in this action, enters a general appearance, and  
18 admits the Court's jurisdiction over Defendant and over the subject matter of this action.

19 2. Without admitting or denying the allegations of the complaint (except as provided  
20 herein in paragraph 11 and except as to personal and subject matter jurisdiction, which  
21 Defendant admits), Defendant hereby consents to the entry of the final Judgment in the form  
22 attached hereto (the "Final Judgment") and incorporated by reference herein, which, among  
23 other things:

24 (a) permanently restrains and enjoins Defendant from violation of Section  
25 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. §77q(a)], Section 10(b) of the  
26 Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §78j(b) and Rule 10b-5 [17  
27 C.F.R. §240.10b-5] thereunder, Sections 206(1), 206(2), and 206(4) of the Investment Advisers  
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Act of 1940 ("Advisers Act") [15 U.S.C. §80b-6(1), §80b-6(2), and §80b-6(4)] and Rule 206-4(8) [17 C.F.R. §275.206(4)-8] thereunder.

(b) orders Defendant to pay, on a joint and several liability basis with Defendant Chris Yoo, disgorgement in the amount of \$889,301, plus prejudgment interest thereon in the amount of \$104,632; and

(c) orders Defendant to pay, on a joint and several liability basis with Defendant Chris Yoo, a civil penalty in the amount of \$150,000 under Section 21(d)(2)(C) of the Securities Act, Section 21(d)(3)(B)(iii) of the Exchange Act, and Section 209(e) of the Advisers Act.

3. Defendant agrees that it shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Defendant further agrees that it shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

4. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

5. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

6. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

7. Defendant agrees that this Consent shall be incorporated into the Final Judgment

1 with the same force and effect as if fully set forth therein.

2 8. Defendant will not oppose the enforcement of the Final Judgment on the ground,  
3 if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and  
4 hereby waives any objection based thereon.

5 9. Defendant waives service of the Final Judgment and agrees that entry of the Final  
6 Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant  
7 of its terms and conditions. Defendant further agrees to provide counsel for the Commission,  
8 within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit  
9 or declaration stating that Defendant has received and read a copy of the Final Judgment.

10 10. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted  
11 against Defendant in this civil proceeding. Defendant acknowledges that no promise or  
12 representation has been made by the Commission or any member, officer, employee, agent, or  
13 representative of the Commission with regard to any criminal liability that may have arisen or  
14 may arise from the facts underlying this action or immunity from any such criminal liability.  
15 Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding,  
16 including the imposition of any remedy or civil penalty herein. Defendant further acknowledges  
17 that the Court's entry of a permanent injunction may have collateral consequences under federal  
18 or state law and the rules and regulations of self-regulatory organizations, licensing boards, and  
19 other regulatory organizations. Such collateral consequences include, but are not limited to, a  
20 statutory disqualification with respect to membership or participation in, or association with a  
21 member of, a self-regulatory organization. This statutory disqualification has consequences that  
22 are separate from any sanction imposed in an administrative proceeding. In addition, in any  
23 disciplinary proceeding before the Commission based on the entry of the injunction in this  
24 action, Defendant understands that it shall not be permitted to contest the factual allegations of  
25 the complaint in this action.

26 11. Defendant understands and agrees to comply with the terms of 17 C.F.R.  
27 § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant  
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1 or respondent to consent to a judgment or order that imposes a sanction while denying the  
 2 allegations in the complaint or order for proceedings,” and “a refusal to admit the allegations is  
 3 equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies  
 4 the allegations.” As part of Defendant’s agreement to comply with the terms of Section  
 5 202.5(e), Defendant: (i) will not take any action or make or permit to be made any public  
 6 statement denying, directly or indirectly, any allegation in the complaint or creating the  
 7 impression that the complaint is without factual basis; (ii) will not make or permit to be made  
 8 any public statement to the effect that Defendant does not admit the allegations of the complaint,  
 9 or that this Consent contains no admission of the allegations, without also stating that Defendant  
 10 does not deny the allegations; and (iii) upon the filing of this Consent, Defendant hereby  
 11 withdraws any papers filed in this action to the extent that they deny any allegation in the  
 12 complaint. If Defendant breaches this agreement, the Commission may petition the Court to  
 13 vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph  
 14 affects Defendant’s: (i) testimonial obligations; or (ii) right to take legal or factual positions in  
 15 litigation or other legal proceedings in which the Commission is not a party.

16 12. Defendant hereby waives any rights under the Equal Access to Justice Act, the  
 17 Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to  
 18 seek from the United States, or any agency, or any official of the United States acting in his or  
 19 her official capacity, directly or indirectly, reimbursement of attorney’s fees or other fees,  
 20 expenses, or costs expended by Defendant to defend against this action. For these purposes,  
 21 Defendant agrees that Defendant is not the prevailing party in this action since the parties have  
 22 reached a good faith settlement.

23 13. Defendant agrees that the Commission may present the Final Judgment to the  
 24 Court for signature and entry without further notice.

25 14. Defendant agrees that this Court shall retain jurisdiction over this matter for the  
 26 purpose of enforcing the terms of the Final Judgment.  
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SUMMIT ASSET STRATEGIES INVESTMENT  
MANAGEMENT, LLC

DATED

6-19-2015

By:

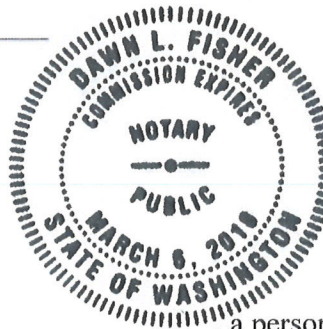
CHRIS YOO, CEO of Summit Asset Strategies Investment  
Management, LLC

On 6/19, 2015, Chris Yoo, a person known to me,  
personally appeared before me and acknowledged executing the foregoing Consent with full  
authority to do so on behalf of Summit as its CEO.

Notary Public

Commission expires:

Dawn L. Fisher



On \_\_\_\_\_, 2015, \_\_\_\_\_, a person known to me,  
personally appeared before me and acknowledged executing the foregoing Consent.

Notary Public

Commission expires:

Approved as to form:

Roger D. Mellem, WSBA No. 14917

Ryan Swanson & Cleveland, PLLC

COUNSEL FOR DEFENDANT SUMMIT ASSET STRATEGIES INVESTMENT  
MANAGEMENT, LLC

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